
AGENCY: Department of Public Safety

SUBJECT: Personnel Settlement

David E. Whatley retired as a Highway Patrol Trooper on February 28, 2018. Following his retirement, he filed a lawsuit against the South Carolina Department of Public Safety alleging claims for public policy discharge and defamation.

The case proceeded through discovery and was ultimately settled on July 30, 2020. The parties have agreed to a contingent settlement of the matter totaling \$25,000 consisting of contributions of \$12,500 from the Insurance Reserve Fund and \$12,500 from the Department of Public Safety. In exchange for the payment, Mr. Whatley would release all pending claims against the Department arising out of the conduct alleged in his complaint. This settlement is contingent on approval by the State Fiscal Accountability Authority pursuant to S. C. Reg. 19-718.11.

AUTHORITY ACTION REQUESTED:

Approve the personnel settlement between the Department of Public Safety and David E. Whatley as outlined in the settlement agreement.

ATTACHMENTS:

Agenda item worksheet; Lawsuit; IRF Reservation of Rights

STATE FISCAL ACCOUNTABILITY AUTHORITY AGENDA ITEM WORKSHEET

Meeting Scheduled for: December 8, 2020

Regular Agenda

1. **Submitted By:**

(a) Agency: South Carolina Department of Public Safety

(b) Authorized Official Signature: _____



2. **Subject:** Approval of Personnel Settlement Agreement

3. **Summary Background Information:**

David E. Whatley retired as a Highway Patrol Trooper on February 28, 2018. Following his retirement, he filed a lawsuit against the South Carolina Department of Public Safety alleging claims for public policy discharge and defamation.

The case proceeded through discovery and was ultimately settled on July 30, 2020. The parties have agreed to a contingent settlement of the matter totaling \$25,000 consisting of contributions of \$12,500 from the IRF and \$12,500 from the Department of Public Safety. In exchange for the payment, Mr. Whatley would release all pending claims against the Department arising out of the conduct alleged in his complaint. This settlement is contingent on approval by the SFAA pursuant to S.C. Reg. 19-718.11.

4. **What is Authority asked to do?**

Approve the personnel settlement as outlined in the settlement agreement.

5. **What is recommendation of the Agency involved?**

The Department of Public Safety recommends that the settlement be approved.

6. **Recommendation of other Division/Agency (as required)**

(a) Authorized Signature: _____

(b) Division/Agency Name: _____

7. **List of Supporting Documents:**

Settlement Agreement, Lawsuit, IRF Reservation of Rights



Henry McMaster, Governor
Marcia S. Adams, Executive Director

DIVISION of STATE HUMAN RESOURCES
Karen Luchka Wingo, Director
8301 Parklane Road, Suite A220
Columbia, SC 29223
803.896.5300
803.896.5050 Fax

October 22, 2020

Mr. Grant Gillespie, Executive Director
Wade Hampton Building, Suite 600
Columbia, SC 29201

Via email only @ GGillespie@sfaa.sc.gov

Re: Personnel Settlement – SC Department of Public Safety / David Whatley

Dear Mr. Gillespie,

The Department of Administration (Admin) has been notified that the above matter may be placed on the agenda for the State Fiscal Accountability Authority's (SFAA) December 8, 2020 meeting. This office has reviewed the SC Department of Public Safety's (DPS) Letter of Justification as it relates to the personnel settlement agreement reached between DPS and Mr. David Whatley and notes that DPS sets out their reasons for settling this matter and provides justification for the amount of the settlement. As such, DSHR recommends that SFAA approve SCDPS's request based on their assertion that the amount of the settlement represents a fair and equitable resolution considering the risks associated with proceeding to trial and the additional defense costs that may be incurred.

Sincerely,



Karen Luchka Wingo
Director

C: Mr. Delbert Singleton (via email only)
Mr. Marcus K. Gore (via email only)

South Carolina Department of Administration
1200 Senate Street, Suite 460 Columbia, SC 29201
Post Office Box 2825, Columbia, SC 29211

Ph: 803.734.8120
www.admin.sc.gov





South Carolina Department of Public Safety

OFFICE OF GENERAL COUNSEL

P.O. Box 1993 • Blythewood, S.C. 29016
Tel: (803) 896-7965 • Fax: (803) 896-7967

October 22, 2020

via e-mail: delbert@sfaa.sc.gov
Delbert H. Singleton, Jr.
State Fiscal Accountability Authority
P. O. Box 12444
Columbia, SC 29211

RE: State Fiscal Accountability Authority Agenda Item Request
Department of Public Safety

Dear Mr. Singleton:

The South Carolina Department of Public Safety (Department) has finalized the terms of a settlement of a lawsuit (David Whatley v. South Carolina Department of Public Safety, 2019-CP-40-2853). The settlement will be jointly made by the Insurance Reserve Fund and the Department. Insofar as the Department's contribution will exceed \$10,000, the State Fiscal Accountability Authority's (SFAA) approval will be necessary pursuant to S.C. Reg. 19-718.11. The settlement contains an explicit provision that final settlement will be contingent on approval by SFAA. A copy of the settlement agreement is attached. The State Division of Human Resources has already approved the settlement.

Therefore, I would request that consideration of the Department's contribution to this settlement be added to the agenda for the December 8 meeting of SFAA.

Please do not hesitate to let me know if you should require additional information. I appreciate your attention to my request.

Very truly yours,

Marcus K. Gore
General Counsel

/mkg
enc.

cc: Keith McCook, Esq. (kmccook@ogc.sc.gov)
Heather Kever (Heather.Kever@admin.sc.gov)

HENRY MCMASTER, CHAIR
GOVERNOR

CURTIS M. LOFTIS, JR.
STATE TREASURER

RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL



INSURANCE RESERVE FUND
SECOND INJURY FUND OPERATIONS

POST OFFICE BOX 12349
COLUMBIA, SOUTH CAROLINA 29211
FAX: (803) 737-0789

HUGH K. LEATHERMAN, SR.
CHAIRMAN, SENATE FINANCE COMMITTEE

G. MURRELL SMITH, JR.
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

GRANT GILLESPIE
EXECUTIVE DIRECTOR

CERTIFIED MAIL

7018 0680 0001 7115 4609

RETURN RECEIPT REQUESTED

December 10, 2019

Marcus Gore
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

Re: Summons and Complaint
David Whatley v. South Carolina Department of Public Safety
C/A No.: 2019-CP-40-02853
IRF Claim No.: C9042
Date of Loss: November 13, 2017

RESERVATION OF RIGHTS

Dear Mr. Gore:

We have received the above-referenced Summons and Complaint from your office for defense. Note that S.C. Department of Public Safety has a Tort Liability Policy (T112670018) with the Insurance Reserve Fund, hereinafter called the Fund; however, this policy does **not** cover all "causes of action" or occurrences. Based on our initial review of the Complaint, the Fund agrees at this time to provide a defense to S.C. Department of Public Safety under a full and complete reservation of rights.

RECEIVED

DEC 12 2019

SCDP3
Office of General Counsel

The Complaint filed by David Whatley list causes of action for:

First – Public Policy Discharge

Second – Defamation

Additionally, the Complaint contains prayers for injunctive relief; prejudgment interest; attorney's fees and costs.

The purpose of this letter is to advise you that the Complaint may be at least in part beyond the coverage afforded to S.C. Department of Public Safety under the Tort Liability Policy issued by the Fund. In providing this initial discussion of coverage issues, the Fund does not maintain that this letter necessarily addresses all coverage issues that may be applicable and relevant as this litigation proceeds, and consequently, the Fund does not waive its right to raise any and all coverage defenses in addition to those addressed specifically in this letter.

Pursuant to the insuring agreement in Section I of the Tort Liability Insurance Policy, the Fund has agreed to "pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages of A. Personal Injury or B. Property Damage to which this applies caused by an occurrence." Particular terms are defined in Section III of the Tort Liability Insurance Policy, and you are referred to that section of the policy for those definitions.

After reviewing the Complaint, it is our opinion that the Tort Policy issued to S.C. Department of Public Safety **does not cover the following causes of action:**

First – Public Policy Discharge. This is not covered as it does not meet the policy definition of personal injury, property damage, or occurrence.

Additionally, the Fund will not be responsible for injunctive relief, prejudgment interest, costs, or attorney's fees.

Other policy exclusions and conditions may also prove to be applicable, and the Fund expressly reserves its right to rely upon any other exclusions or policy defenses in addition to those addressed in this letter.

In sum, the Fund is hereby giving S.C. Department of Public Safety notice that coverage questions exist with respect to the claims made by David Whatley.

Please be advised that the Fund's investigation of these claims is still ongoing. The Fund accordingly is strictly reserving all rights to continue its investigation and to assert any available defenses, regardless of whether addressed in this letter, that may be discovered during the course of its investigation and during the entire course of this litigation.

Nevertheless, as stated above, the Fund has agreed to provide a defense at the present time under a full and complete reservation. The defense has been referred to the following attorney:

Burr Forman & McNair
Rick Morgan
P.O. Box 11390
Columbia, SC 29211
Phone: (803) 799-9800
E-Mail: rmorgan@burr.com

Please recognize that neither Mr. Morgan nor any member of his law firm will have any interests in the coverage issues or will participate in any degree of addressing those coverage issues on behalf of the Fund. Mr. Morgan will be involved solely to represent S.C. Department of Public Safety in this litigation and to attempt to absolve S.C. Department of Public Safety of any liability, if that is possible under the applicable law and facts.

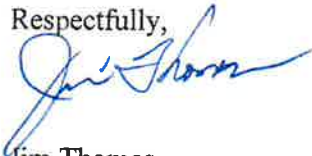
Because of the coverage issues, S.C. Department of Public Safety is at liberty to retain its own legal counsel to work together with Mr. Morgan. However, if S.C. Department of Public Safety chooses to retain its own legal counsel, please understand that the Fund will not be responsible for S.C. Department of Public Safety attorney fees or expenses. The Fund will be responsible only for the attorney fees and litigation costs incurred by Mr. Morgan and members of his firm until such time as the Fund may withdraw from the defense of this case should that event occur.

Note that S.C. Department of Public Safety's policy through the Fund has a limit of \$1,000,000 for any one occurrence, and since the above captioned Complaint does not contain a specific monetary prayer, theoretically a judgment could be rendered in excess of the applicable coverage limit.

In providing S.C. Department of Public Safety a defense in this litigation, and in continuing to investigate the allegations and claims, the Fund does not waive its rights under any policy provision, condition or exclusion. The Fund reserves its right to withdraw its defense should it be determined that no coverage exists under the policy and any of its forms or endorsements and/or that there is no duty to defend. The Fund further reserves its right to file a declaratory judgment action and/or move to intervene in order to address any coverage issues or to protect its interests with respect to those coverage issues. Additionally, if this case should go to trial, we reserve our rights to ask the court for a special verdict seeking an apportionment of damages.

If you have any questions concerning this letter or wish to discuss any matter pertaining to this litigation, please do not hesitate to contact the undersigned.

Respectfully,



Jim Thomas
Claims Examiner II
S.C. Insurance Reserve Fund
803-737-1470

cc: Rick Morgan

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This is a Settlement Agreement and Release between David Whatley ("Whatley") and South Carolina Department of Public Safety ("SCDPS"), and its subsidiaries, divisions, affiliates, servants, attorneys, agents, employees, directors and officers, insurers and all of its predecessors and successors including but not limited to the Insurance Reserve Fund (all collectively and individually referred to as "Releasees"). Whatley and SCDPS are collectively referred to as the "Parties". The terms of this Settlement Agreement and Release are as follows:

1. The Parties hereto acknowledge that this settlement is subject to approval by the South Carolina State Fiscal Accountability Authority ("Authority"). In the event that the Authority does not approve this agreement, the settlement will not be consummated and its terms will be treated as privileged in the event the case proceeds to trial. Releasees, subject to Authority's approval, agree to pay to Whatley and his attorney the total gross sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) in payment of damages arising out of alleged damages of any all type, including non-wage based claims, medical expenses, bodily injuries and intangible damages of any kind sustained by Whatley, which amount includes attorneys' fees and expenses incurred by him. The total gross sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) will be handled in the following manner:

- a. Releasees will issue one check in the gross amount of Sixteen Thousand Seven Hundred and 00/100 Dollars (\$16,700.00) payable to "David Whatley," in full and complete settlement of all claims, fees, costs and expenses. Mr. Whatley will receive a 1099 tax form including this amount at the appropriate time.
- b. Releasees will issue one check in the gross amount of Eight Thousand Three Hundred and 00/100 Dollars (\$8,300.00) payable to "Cromer, Babb, Porter & Hicks, LLC ("CBPH)." CBPH will receive a 1099 tax form including this amount at the appropriate time.
- c. Both checks will be sent to Cromer, Babb, Porter & Hicks, LLC, 1418 Laurel Street, Suite A, Columbia, South Carolina 29201 within fifteen (15) days after approval by State HR/SFAA.
- d. Mr. Whatley agrees that he will pay and be fully responsible for, and indemnify and hold Releasees harmless from any liability for, any and all state, federal, or local taxes assessed by any governmental entity or taxing authority on account of Releasees' payment of said funds under this Agreement.

2. This Agreement constitutes full and final settlement of all claims asserted or which could have been asserted in or in any way placed in issue in David Whatley vs. South Carolina Department of Public Safety, pending in the Court of Common Pleas, County of Richland, State of South Carolina, Civil Action No. 2019-CP-40-02853 ("the Action"). By the execution of the terms hereof, SCDPS and/or the Releasees is/are released from all claims for liability asserted in the Action or which could have been asserted in the Action, or in the underlying claims or grievances, or which are related in any way to any alleged discriminatory purpose, adverse impact, or in any way related to pay, assignments, investigations, discipline, job assignments, or other

personnel decisions. Mr. Whatley further agrees to Dismiss the Action with prejudice immediately upon signing this agreement, and to take any actions necessary to effect the same.

3. The Release under Paragraph 2 above includes any and all claims, demands and causes of action of any kind whatever, including attorneys' fees and costs incurred (collectively referred to as "Claims"), whether known or unknown, which Mr. Whatley now has or ever has had against SCDPS up to the date of this Settlement Agreement and Release, including but not limited to claims under Title VII, 42 U.S.C. § 2000e et seq., the Age Discrimination in Employment Act ("ADEA"), Fair Labor Standards Act (only if there is judicial approval or administrative supervision by the U.S. Department of Labor, or under Federal or State Constitution, any other federal, state or local laws or regulations regarding personnel, employment discrimination, conditions of employment, or termination of employment. This release is intended to be all-encompassing and as a full and total release of any and all Claims that Mr. Whatley, has, may have, or has had against SCDPS or the Releasees, including, but not limited to, claims arising in tort and under any statute, rule, regulation or other law, and under any contract, whether oral or written, express or implied, and under common law, including any claims for wrongful discharge under any statute, rule, regulation or under the common law or public policy. Mr. Whatley has had in excess of 21 days to execute this Agreement. An exception to this release, however, includes any pending Workers' Compensation claim.

4. Mr. Whatley understands that he may have Claims against SCDPS and/or Releasees of which, at the time of the execution of this Settlement Agreement and Release, he has no knowledge or suspicion, but he agrees and represents that this Settlement Agreement and Release extends to all Claims, whether or not known, claimed or suspected by him.

5. Mr. Whatley acknowledges that the consideration provided to him is not meant to be construed as an admission of liability or wrongdoing on behalf of the Releasees, and that any such alleged liability or wrongdoing is expressly denied by the Releasees.

6. If either Mr. Whatley or SCDPS is asked about the status of the Action they may respond only that "We reached an acceptable resolution."

7. Mr. Whatley declares under penalty of perjury under the laws of the State of South Carolina that none of the injuries claimed in this lawsuit (or related to the incident giving rise to this lawsuit) or released in this Agreement were or will be submitted to or paid for by Medicare. Mr. Whatley assumes full and complete responsibility for ensuring compliance with the Medicare Secondary Payment Statute and all other related Medicare laws and regulations expect that she does not assume the duty of a Responsible Reporting Entity to report under 42 U.S.C. § 1395y(b)(8). Mr. Whatley agrees to hold harmless, indemnify, and defend the SCDPS for any conditional payments reimbursement demanded or required by the Medicare Secondary Payer Recovery Contractor (MSPRC), CMS, collection agency of any other governmental entity, including claims for double damages, interest, penalties, and fees, or any other claims either currently known or being uncovered and demanded in the future.

8. Prior to executing this Settlement Agreement and Release, Mr. Whatley acknowledges he has had individual advice from legal counsel. Mr. Whatley hereby certifies that he has read this entire Settlement Agreement and Release, that he knows and understands the contents of it and is signing this Settlement Agreement and Release voluntarily under his own free will.

9. This Settlement Agreement and General Release sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements, negotiations, or understandings between the parties.

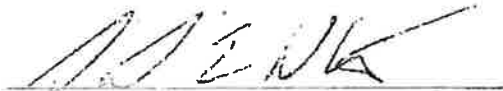
10. This Agreement shall be interpreted according to South Carolina law. If any provision of this Agreement is adjudged invalid, the remainder of this Agreement shall remain in full force and effect, and shall be valid and enforceable to the fullest extent permitted by South Carolina law.

11. For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties to this Settlement Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated this 24 day of August, 2020.

Plaintiff



David Whatley

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

By: 

Its: General Counsel

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

David Whatley,
Plaintiff,

v.

South Carolina Department of Public Safety,
Defendant.

COMPLAINT
(Jury Trial Demanded)

EMPLOYMENT CASE

Plaintiff complaining of the Defendant respectfully alleges as follows:

PARTIES & JURISDICTION

1. Plaintiff, David Whatley ("Plaintiff"), is a citizen and resident of Florence County, South Carolina.
2. Defendant, South Carolina Department of Public Safety (hereinafter "Defendant" or "SCDPS"), is a state agency of South Carolina, with its headquarters located in Richland County, South Carolina and various offices located throughout the state.
3. This action alleges public policy discharge and defamation under the common law of South Carolina.
4. Jurisdiction and venue are within the fifth judicial circuit because the parties have sufficient connections to this circuit and the events giving rise to this action occurred, for the most part, in Richland County, South Carolina.

FACTUAL ALLEGATIONS

5. Plaintiff began his employment with Defendant in or around 1988 when he began his employment as a patrolman with the Highway Patrol – a division of SCDPS. Most recently, Plaintiff served as a Sergeant for Defendant in and around Florence, South Carolina.

6. Prior to the events discussed herein, Plaintiff maintained an exemplary work record with Defendant; having received minimal formal write-ups and reprimands, if any.

7. Notwithstanding, in or around February 2017, Plaintiff was notified that he was being sent to the Office of Professional Responsibility (“OPR”) so that an investigation could be conducted in response to a citizen complaint.

8. In pertinent part, the complainant, Mark Belt (hereinafter “Belt”), submitted a complaint to Defendant at or around that same time alleging that Plaintiff had engaged in improper conduct with respect to Belk’s traffic stop and subsequent arrest for DUI on January 15, 2015, over two (2) years prior.

9. Belt alleged that Plaintiff had improperly involved himself in the matter and directed another Trooper, T.M. Graham (hereinafter “Graham”), to effectuate a traffic stop of Belk upon his arrival at Wilson High School based on information that had been provided Plaintiff by Belk’s former spouse and her significant other.

10. Upon information and belief, Belk was traveling to Wilson High School to pick-up his two minor children, which was of great concern if he was intoxicated.

11. Notably, Graham effectuated the traffic stop on Belk, performed field sobriety, and ultimately arrested Belk for suspicion of DUI. Belk later provided a breath sample that indicated a Blood Alcohol Content of .12%.

12. Although Belk alleged Plaintiff had engaged in unprofessional conduct, Defendants investigation only included two allegations. To wit:

- a. Sergeant Whatley failed to provide video evidence related to the DUI arrest of Mr. Belt to Trooper First Class T.M. Graham for the prosecution of the DUI case.
- b. Sergeant Whatley inappropriately provided a copy of the in-car video recording of his interviews with Mr. Belt's children to an outside party.

13. Ultimately, OPR concluded that Plaintiff had failed to provide video evidence of interviews with the minor children and SUSTAINED allegation Number One. Defendant determined allegation Number Two was NOT SUSTAINED.

14. Notwithstanding the fact that Defendant had not investigated Belk's actual allegations, despite that Plaintiff's actions were in line with South Carolina law and that of the Highway Patrol by removing an intoxicated driver from the roadway, Defendant notified Belk in or around August 2017 that his complaint against Plaintiff had been sustained.

15. Additionally, upon information and belief, Defendant informed Belk that Plaintiff had been issued a Level I Reprimand.

16. Plaintiff was issued a Level I Reprimand by Defendant on or about July 24, 2017, for Negligence based upon his purported failure to provide video evidence to Graham for prosecution of the DUI case.

17. As a result of the disciplinary action, for which Plaintiff disagreed, Plaintiff attempted to assert his grievance rights in accordance with Defendant policies and procedures.

18. Defendant disregarded Plaintiff's grievance rights, dismissed his grievance, and notified Plaintiff only that the reprimand would remain in his file.

19. At or around this same time, Defendant was the center of an audit/investigation by the South Carolina Legislative Oversight Committee (hereinafter "Committee").

20. On or about November 13, 2017, Plaintiff was provided the opportunity present his situation to the Committee during an opening hearing addressing Defendant SCDPS.

21. Therein Plaintiff addressed his reprimand, declining morale in the agency, and his inability to do his job based on Defendant's current leadership.

22. Plaintiff then tendered his resignation letter to the Director of SCDPS, Leroy Smith, during the hearing based upon his cited inability to do his job.

**FOR A FIRST CAUSE OF ACTION
(Public Policy Discharge)**

23. Plaintiff realleges the foregoing paragraphs where not inconsistent herewith.

24. In or around January 2015, Plaintiff, in accordance with the laws of this State and in his duty as a sworn law enforcement officer, took action to have an intoxicated driver removed from the roadway in general and more so before placing his minor children in the vehicle.

25. Because Plaintiff did not want there to be any sense of impropriety, Plaintiff had another officer effectuate the traffic stop who did so in accordance with the law of this State and Defendant policy and procedure.

26. It is undisputed that this driver was driving while intoxicated as evidenced by his Blood Alcohol content.

27. Notwithstanding Plaintiff's actions, Defendant proceeded to reprimand Plaintiff, disregard his grievance request, and otherwise notify the public at-large that he had been reprimanded despite his actions being for the benefit of society.

28. To issue disciplinary action on a law enforcement officer for doing nothing more than taking action to remove a drunk driver pursuant South Carolina law is a sever hindrance on the ability of Plaintiff – and other law enforcement officers – to effectively carry out the duties and responsibilities of their job without fear retribution.

29. Because Plaintiff's ability to carry out his job was severely limited, if not eliminated, Plaintiff was left with no other option but to leave his employment with Defendant as he set forth before the Committee on November 13, 2017.

30. Such actions by Defendant constitute termination in violation of the public policy of the State of South Carolina.

31. That as a direct and proximate result of the aforesaid actions by Defendant, Plaintiff is no longer employed with the Defendant, Plaintiff is entitled to actual damages—both tangible and intangible—and Plaintiff has also suffered the loss of future earnings as well as attorneys' fees and costs of this action. Plaintiff is further entitled to a trial by jury on this issue.

**FOR A SECOND CAUSE OF ACTION
(Defamation)**

32. Plaintiff realleges the foregoing paragraphs where not inconsistent herewith.

33. Defendant SCDPS defamed Plaintiff by word and act when it reprimanded Plaintiff on pretextual grounds and publicized to unprivileged former co-workers as well as members of the public at-large, including, but not limited to Belk, the pretextual grounds for Plaintiff's disciplinary action.

34. Defendant SCDPS further defamed Plaintiff by word and act when it advised Belk that his allegations against Plaintiff had been SUSTAINED when no relevant investigation had taken place nor such finding(s) made.

35. The same amounts to defamation *per se* and further has served to lessen Plaintiff's professional reputation.

36. Such defamation was made upon a blatant and reckless disregard of the truth.

37. Defendant SCDPS is liable for the defamation alleged herein and should be made to pay damages to Plaintiff for: reputational loss, lost goodwill, humiliation, shock, embarrassment, and diminished earning capacity.

PRAYER FOR RELIEF

WHEREFORE, for the above claims, the Plaintiff requests judgment to be awarded by a jury against the Defendant for all actual and other damages pled or recoverable as well as injunctive relief, attorney's fees and costs, and pre-judgment interest. Plaintiff also prays for any other relief that this Court may deem just and proper.

CROMER BABB PORTER & HICKS, LLC

BY: s/Ryan K. Hicks
Ryan K. Hicks (#100941)
1418 Laurel Street, Suite A
Post Office Box 11675
Columbia, South Carolina 29211
Phone 803-799-9530
Fax 803-799-9533

O'LEARY ASSOCIATES, P.A.

John A. O'Leary (#4274)
714 Calhoun Street
Columbia, South Carolina 29201
Phone 803-779-5556
Fax 803-252-7515

Attorneys for Plaintiff

May 21, 2019
Columbia, South Carolina